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## UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1

DENISE CARLON, ESQUIRE

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Attorneys for Secured Creditor:

Mortgage Access Corp. d/b/a Weichert Financial

Services

In Re:

Richard B. McKenna Jr, aka Richard McKenna

Debtor

Order Filed on June 23, 2025 by Clerk

Order Filed on June 23, 2025 by Clerk U.S. Bankruptcy Court District of New Jersey

Case No.: 24-12780 MEH

Hearing Date: 6/18/2025 @10:00 a.m.

Judge: Mark E. Hall

## ORDER RESOLVING SECURED CREDITOR'S OBJECTION TO DEBTOR'S CHAPTER 13 PLAN

The relief set forth on the following pages, numbered two (2) through two (2) is hereby **ORDERED** 

**DATED: June 23, 2025** 

Honorable Mark E. Hall United States Bankruptcy Judge

Max

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Debtor: Richard B. McKenna Jr, aka Richard McKenna

Case No.: 24-12780 MEH

Caption: ORDER RESOLVING SECURED CREDITOR'S OBJECTION TO

**DEBTOR'S CHAPTER 13 PLAN** 

This matter having been brought before the Court by KML Law Group, P.C., attorneys for Secured Creditor, Mortgage Access Corp. d/b/a Weichert Financial Services, holder of a mortgage on real property located at 16 Chesapeake Court aka 16 Chesapeake Court, Unit A, Barnegat, NJ, 08005, Denise Carlon appearing, by way of objection to the confirmation of Debtor's Chapter 13 Plan, and this Court having considered the representations of attorneys for Secured Creditor and Daniel E. Straffi, Esquire, attorney for Debtor, and for good cause having been shown;

It **ORDERED**, **ADJUDGED** and **DECREED** that Debtor agrees to attempt to sell the subject property or pay off the subject mortgage loan by September 30, 2025; and

It is **FURTHER ORDERED**, **ADJUDGED and DECREED** that Debtor may seek to extend the deadline for the sale via modified plan, and Secured Creditor reserves its right to object to same; and

It is **FURTHER ORDERED**, **ADJUDGED** and **DECREED** that Debtor is to make regular payments in accordance with the terms of the note and mortgage to Secured Creditor while the sale is pending; and

It is **FURTHER ORDERED**, **ADJUDGED** and **DECREED** that any payoff amount of Secured Creditor's claim is to be calculated under applicable state law, and per the terms of the note and mortgage; and

It is **FURTHER ORDERED, ADJUDGED and DECREED** that if the sale of the property is unsuccessful, Debtor shall modify the plan to address Secured Creditor's pre-petition arrears, either by curing the arrears, surrendering the subject property, or in a manner otherwise permitted by the code; and

It is **FURTHER ORDERED**, **ADJUDGED and DECREED** that Secured Creditor's objection to confirmation is hereby resolved.